

# REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

Date: October 29, 2013

**Project Name & Number:** 5<sup>th</sup> St. & Catron Blvd. Traffic Signal Modifications  
Project No. 13-2143

**CIP #:** 51020

**Project Description:** To provide professional engineering services.

**Consultant:** HDR Engineering, Inc.

**Original Contract Amount:** \$20,864.00

**Original Contract Date:** November 4, 2013

**Original Completion Date:** January 31, 2014

**Addendum No:**

**Amendment Description:**

**Current Contract Amount:** \_\_\_\_\_

**Current Completion Date:** \_\_\_\_\_

**Change Requested:** \_\_\_\_\_

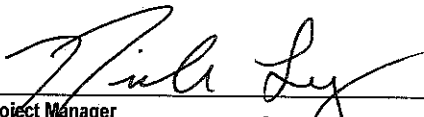
**New Contract Amount:** \_\_\_\_\_ \$0.00

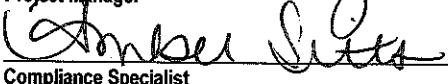
**New Completion Date:** \_\_\_\_\_

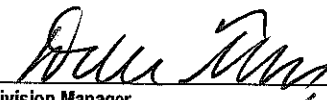
**Funding Source This Request:**


Amount	Dept.	Line Item	Fund	Comments
\$20,864.00	0108	4223	0101	Being paid for by the Utility Support Fund
<b>Total</b>				

### Agreement Review & Approvals

 10/22/13  
 Project Manager Date

 10/22/13  
 Compliance Specialist Date

 10-22-13  
 Division Manager Date

 10-22-13  
 Department Director Date

\_\_\_\_\_  
 City Attorney Date

**ROUTING INSTRUCTIONS**

Route two originals of the Agreement for review and signatures.  
 Finance Office - Retain one original  
 Project Manager - Retain second original for delivery to Consultant  
 cc: Public Works  
 Engineering  
 Project Manager

**FINANCE OFFICE USE ONLY**

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Date	Initials	Approved
10/24/13		Y <input type="checkbox"/> N <input type="checkbox"/>
Cash Flow		Y <input type="checkbox"/> N <input type="checkbox"/>

**Agreement Between City of Rapid City and HDR Engineering, Inc.  
for Professional Services for 5<sup>th</sup> St. & Catron Blvd. Traffic Signal Modifications,  
Project No. 13-2143 / CIP No. 51020**

AGREEMENT made \_\_\_\_\_, 2013, between the City of Rapid City, SD (City) and HDR Engineering, Inc., (Engineer), located at 703 Main Street, Suite 200, Rapid City, SD 57701. City intends to obtain services for 5<sup>th</sup> St. & Catron Blvd. Signal Modifications, Project No. 13-2143, CIP No. 51020. The scope of services is as described in Exhibits A, B and C.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A, B and C, serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

**Section 1—Basic Services of Engineer**

**1.1 General**

- 1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.
- 1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.



## 1.2 Scope of Work

The Engineer shall:

- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibits A, B and C.)
- 1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.

## Section 2—Information Provided by City

The City will provide any information in its possession for the project at no cost to the Engineer.

## Section 3—Notice to Proceed

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

## Section 4—Mutual Covenants

### 4.1 General

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.



- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.
- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding sub-contractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains



appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.

- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

#### **4.2 City of Rapid City NonDiscrimination Policy Statement**

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.



## **Section 5—Payments to the Engineer**

### **5.1 Fee**

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$20,864.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

### **5.2 Progress Payments**

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month at the rates established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

## **Section 6—Completion of Services**

The Engineer shall complete services on or before January 31, 2014 based on an award date of November 5, 2013.

## **Section 7—Insurance Requirements**

### **7.1 Insurance Required**

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

### **7.2 Cancellation**

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.



### 7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

### 7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.

### Section 8—Hold Harmless

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent





act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

### **Section 9—Independent Business**

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

### **Section 10-Indemnification**

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer's negligence.

### **Section 11-Controlling Law and Venue**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7<sup>th</sup> Judicial Circuit, Pennington County.

### **Section 12-Severability**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

### **Section 13—Funds Appropriation**

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**City of Rapid City:**

**Engineer:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
HDR ENGINEERING, INC.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
FINANCE OFFICER

**Reviewed By:**

\_\_\_\_\_  
NICOLE LECY, PROJECT MANAGER

DATE: \_\_\_\_\_

CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME NICOLE LECY  
PHONE (605)-394-4154  
EMAIL ADDRESS nicole.lecy@rcgov.org

NAME JODY PAGE  
PHONE (605)-791-6100  
EMAIL ADDRESS Jody.Page@hdrinc.com





July 1<sup>st</sup>, 2013

Nicole Lecy, Project Engineer  
**City of Rapid City – Public Works**  
300 Sixth Street  
Rapid City, SD 57701

Dear Ms. Lecy:

In response to our recent conversations, we are submitting this letter proposal and fee for Traffic Signal Modification and street lighting design services for the intersection of 5<sup>th</sup> Street and Catron Boulevard in the City of Rapid City. The need for the signal modification design is resulting from a roadway extension for access to proposed developments occurring southeast of the intersection.

The HDR team for this project will be led out of our Rapid City office with Jody Page - Project Manager, Chris Bailey - Civil Engineer, and Rich Liggett – CADD/Survey. Jason Kjenstad and Lance McQueen will provide the technical expertise on the project for the traffic signal and street lighting equipment and details with Rick Laughlin providing QC review support. This HDR team is highly regarded throughout the state of South Dakota for its depth of knowledge in traffic engineering projects and brings the experience of designing over 26 complete signal design projects similar to the 5<sup>th</sup> and Catron intersection. This experience will be key in working with the City, SDDOT, & Centerline Engineering to efficiently complete this project design, plan production, and bidding process.

Based on our understanding from our discussions and project site visits, the following Scope of Services outlines the work tasks associated with the design services requested:

**Task 1: Preliminary Design Services**

- ✓ Project Initiation and Data Gathering
  - Document Review – HDR will review available background information and other resources as necessary. Centerline Engineering will provide current roadway design layouts for HDR's use. GIS, aerials, and existing city utility information required for the Project will be provided by the City.
  - Topographic Survey – HDR will review the survey data from Centerline Engineering for the development project and SDDOT's survey data from the construction of Catron Boulevard. HDR has assumed that there will not be a need to complete additional topo surveys and that previous surveys can be

used in the signal/lighting layout design and plan production. Anticipated data collection will include verification and drawing of underground utility locate markings to identify potential conflicts with proposed footings and conduits.

- SDDOT Coordination – HDR will coordinate with SDDOT to obtain as-built drawings, soil borings, and footing design information that was utilized in the recent Catron Boulevard design for the existing signal pole footings. HDR will also conduct a design coordination meeting with SDDOT Rapid City staff to gather their input on the project design and complete a plan review and comment process
  - Developer Coordination – HDR will coordinate with the proposed developer and their consultant to verify proposed roadway geometrics and grades and for inclusion of the HDR design drawings into their plan documents for bidding and construction
  - Private Utility Coordination - HDR will send a letter notification of the project to identify private utility impacts and prepare for construction to ensure that all existing utilities are completely and accurately identified and located in the field and that conflicts are avoided with footing locations.
- ✓ Preliminary Design. At 5th Street and Catron Boulevard, HDR will complete a design to modify the signals on the south side of the intersection to correspond to the revised roadway footprint being designed by Centerline Engineering, add street lighting on the new section of 5<sup>th</sup> St, and add modified pedestrian crosswalks as needed. The following items will be considered in the HDR design of the intersection:
- The existing Signal Poles and Mast Arms will be reviewed to determine if they can be reinstalled or if new poles and mast arms will be required.
  - Modifications and additions to the existing conduit layouts and junction boxes as needed to supplement what was completed by the previous Catron Boulevard SDDOT project.
  - Street Lighting will be installed from the intersection south approximately 600' to the new cross road with two lights installed at the corners of the new intersection opposite the fire hydrants. Street lighting will be designed to meet uniformity standards set forth in the SDDOT design manual.
  - Pedestrian push buttons and poles will be installed at 5<sup>th</sup> and Catron as needed to meet ADA requirements.
  - Pavement markings for pedestrian crossings will be installed and/or modified across Catron Boulevard on both sides of 5<sup>th</sup> St. and across 5<sup>th</sup> St. on the south side of Catron Blvd.
  - Vehicle detection – New vehicle detection loops will be installed on the south side of the intersection and connected to the existing system.

- A preliminary signal design/layout will be included at 5<sup>th</sup> Street and the new cross street 600' south of Catron. Recommended pole locations will be identified and used for the two street lights along with installing conduits in the intersection for a future signal at that location.
  - HDR's project efforts in this proposal has assumed that ADA ramps will be designed and installed by others, traffic control will be designed and installed by others, and that City staff will be responsible for signal timing modifications.
- ✓ *Project Administration & QA/QC.* This task allows for the completion of general administrative tasks associated with this project. The task includes managing project staff, documenting project correspondence for distribution, tracking budget and invoicing, and QA/QC. HDR will follow all internal requirements as per our Quality Assurance / Quality Control program.

**Task 2: Final Design.** Incorporate improvements into a set of plans for bidding and construction of the project. Anticipated plan sheets include:

- ✓ Title Sheet
- ✓ Quantity Table(s) and Plan Notes
- ✓ Signal Plan Layout Sheet
- ✓ Conduit Plan Layout Sheet
- ✓ Pavement Marking Layout Sheet
- ✓ Footing Design Details (use SDDOT standard plate with associated depth table in the plans notes section)
- ✓ Standard Details (City of Rapid City and/or SDDOT when applicable)

Deliverables for 5<sup>th</sup> Street and Catron Boulevard Traffic Signal Design:

- 95% Design plans for City review and Comment
- Final Design plans and applicable bid package for a City of Rapid City Letting
- Engineer's Estimate for Project Construction Costs

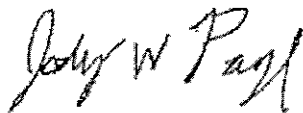
The proposed schedule for design services is based on the information provided in our discussions based on a Notice to Proceed of July 12<sup>th</sup> and an unknown construction timeline to be determined in meetings with the developer on this project. HDR anticipates a total of 8 weeks to complete the design and plan production once the data collection is complete, but is prepared to meet the project deadlines as needed and is always open to discussion on schedule adjustments to meet the City's goals for the project.

Also attached are the associated man-hours and expenses for the project based on our understanding and tasks noted above. As you will see, we propose to complete the design work for a not-to-exceed fee of \$20,864.

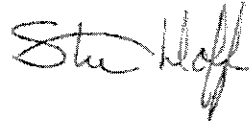
As always, we are interested in reviewing and discussing this approach with you and adjusting the estimated effort levels as necessary to meet the City's budget and scope goals for the project. Thank you again for your consideration of HDR on this project. If you have questions or need additional information, please feel free to contact us and we greatly look forward to working with you soon!

Very Respectfully,

HDR ENGINEERING, INC



Jody W. Page, P.E.  
Project Manager



Steve Hoff, P.E.  
Vice President

Cc file  
Jason Kjenstad, HDR Traffic Engineer

**EXHIBIT B**

**CITY OF RAPID CITY - 5th Street and Catron Boulevard Traffic Signal Modification Design  
PRELIMINARY & FINAL DESIGN SERVICES ENGINEERING FEE ESTIMATE**

	Manhour Total Hours	Labor Total Cost \$	Expense Total Cost \$
<b>Task 1 - Preliminary Design Services</b>			
Project Initiation and Data Gathering	14	\$1,456	\$20
1.2 Project Kick-Off Conference	0	\$0	\$20
Preliminary Design	64	\$7,352	\$20
1.8 Preliminary Design Report Review Meetings	0	\$0	\$60
1.9 35% Plan Submittal	0	\$0	\$160
1.10 35% Submittal Review Meeting	0	\$0	\$160
1.11 ROW Exhibits and Property Owner Meetings	0	\$0	\$160
Project Administration & QA/QC	15	\$1,560	\$160
<b>Task 1 Subtotal</b>	<b>93</b>	<b>\$10,368</b>	<b>\$200</b>
<b>Task 2 - Final Design Services</b>			
2.1 65% Plan Submittal	0	\$0	\$0
2.2 65% Submittal Review Meeting	0	\$0	\$0
Signal Pole/Mast Arm Layout Details	0	\$0	\$0
95% Plan Submittal	67	\$7,608	\$20
95% Submittal Review Meeting	5	\$672	\$0
2.6 DENR Plan Review	0	\$0	\$0
2.7 Project Permits	0	\$0	\$0
2.8 Private Utility Verification	0	\$0	\$0
Final Plan Submittal	18	\$1,976	\$20
<b>Task 2 Subtotal</b>	<b>90</b>	<b>\$10,256</b>	<b>\$40</b>
<b>Task 3 - Bidding Services</b>			
<b>Task 4 - Basic Construction Services</b>			
<b>Task 5 - Expanded Construction Services</b>			
<b>TOTAL</b>	<b>183</b>	<b>\$20,624</b>	<b>\$240</b>
<b>TOTAL LABOR</b>		<b>\$20,624</b>	
<b>TOTAL EXPENSES</b>		<b>\$240</b>	
<b>TOTAL NOT TO EXCEED FEE</b>		<b>\$20,864</b>	

EXHIBIT C  
SCHEDULE OF PAY RATES

HDR ENGINEERING, INC.

FEE SCHEDULE

**PRELIMINARY and FINAL DESIGN SERVICES  
FOR 5<sup>th</sup> Street and Catron Boulevard Traffic Signal Modification Project  
Project No. 14-2095 / CIP No. 50328  
City of Rapid City, South Dakota**

The following fee schedule is the 2013 Billable Rate Fee Schedule for HDR Engineering, Inc. This fee schedule and the hourly rates shown apply to the above referenced project. In instances where a discipline not listed below may work on the project, the billing rate will be prior submitted to the City.

<u>EMPLOYEE - DISCIPLINE</u>	<u>BILLING RATE/HR</u>
Project Principal	\$198
Senior Technical - QA/QC	\$ 198
Project Manager	\$164
Sr. Civil Engineer	\$164
Civil Engineer	\$ 90
Sr. ASME Engineer	\$164
ASME Engineer	\$114
Traffic Engineer	\$ 114
Sr. GIS/CADD	\$98
Accounting / Admin	\$ 62

DIRECT EXPENSES

Vehicle Mileage	\$ 0.555/Mile
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OTHER REIMBURSABLE EXPENSES

Reimbursable expenses shall mean the actual expenses incurred directly or indirectly in connection with the project for transportation travel, subconsultants, printing, telephone, fax, shipping and express, and other incurred expenses.